



## **EXHIBIT B**

The following provisions are included in this agreement in order to facilitate the securitization of the annual payments to be received by the State pursuant to Section 4.3.3.

1. The Tribe and the State agree that the intended form of the financing will include a structure that does not require public disclosure of tribal or tribal business enterprise financial information or business information not currently in the public domain.
2. In order to assist the State in the securitization of the annual payments described herein, the Tribe agrees to consider in good faith all arrangements designed to comply with requests by insurers, letter of credit providers or other financial institutions in connection with the provision of credit enhancement by such parties on any such securitization. In connection therewith, the Tribe will provide relevant requested information to the rating agencies, credit enhancers, and involved investment bankers (subject to confidentiality agreements), including information relating to its financial and operating data (including any market studies or management analysis), its legal organization, any service or management contracts, and any outstanding indebtedness; provided, however, that the Tribe is not required to consider any agreement in which the Tribe guarantees the obligations of any other Tribe or entity.
3. The Tribe agrees to use its reasonable best efforts to obtain such approvals as are necessary to provide that payments required to be made pursuant to this Amended Compact shall constitute an operating expense of the Tribe and shall be senior in priority to any payment of any bank loans or other obligations for borrowed money currently existing or incurred hereafter during the term of this Amended Compact.
4. The Tribe will provide a limited waiver of sovereign immunity as necessary to provide for the enforcement of any arrangements agreed to in Section 2 above.
5. The Tribe will provide customary legal opinions affirming the validity and enforceability of this Amended Compact and any arrangements agreed to in Section 2 above, the priority of the payment of the amounts required to be paid by the Tribe hereunder, and the Tribe's waiver of sovereign immunity.
6. The covenant of the State to maintain the exclusivity set forth in Section 3.2, subdivision (a), in the event that bonds are issued constitutes an important inducement to the Tribe to make the payments described in Section 4.3.3 subdivision (a), of this Amended Compact, and granting such exclusivity in return for such payments is purely a financial matter, and has been negotiated by the parties pursuant to articulated federal policy pursuant to the IGRA. Nothing herein shall preclude the State from exercising the police power in the event that the health, welfare or well-being of the citizens of the State shall require such exercise; provided, however, that the State acknowledges and recognizes that expansion of gaming within the exclusive geographic core market described in Section 3.2, subdivision (b), in a manner violative of this Amended Compact is not an exercise of such police power and is purely a financial matter.